

Exhibit A

Confidential MA60

June 1, 2005

7/25/05

cc: J. Hanawa
P. Smith
C. McGarthy
T. Iwasaki
B. Lyman - B01
T. Walsh - Citi

INTERNATIONAL TRANSPORTATION AGREEMENT

MA60

Final, Signed

BNSF RAILWAY COMPANY

AND

NYK Line (North America) Inc.

Effective: June 1, 2005
Expires: May 31, 2008

plp

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June 1, 2005

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Appendix A Effective June 1, 2005
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Escalation and Refund Provisions

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INTERNATIONAL TRANSPORTATION AGREEMENT

This Agreement is made and entered into on May 31, 2005 between BNSF Railway Company, a Delaware Corporation, hereinafter known as BNSF, and NYK Line (North America) Inc., a Delaware Corporation, hereinafter referred to as Shipper, who shall be liable to BNSF under the terms of this Agreement.

1. Effective Date-Term:

The initial volume period will be from June 1, 2005, to and including May 31, 2006, and this initial volume period and each subsequent twelve month volume period between June 1 and May 31, for which this Agreement is in effect, shall be referred to as a volume period.

This Agreement shall remain in effect for a period from June 1, 2005, to and including May 31, 2008. Thereafter, this Agreement shall continue for consecutive one-year periods unless one party gives at least sixty (60) days written notice of cancellation, which will become effective only upon the following June 1. All parties agree to arrange constructive meetings to resolve disputable issues prior to notice of cancellation.

2. Application:

- A. BNSF will provide intermodal transportation service for Shipper between the points and at the rates and charges set forth in the Appendix A, attached hereto and incorporated herein by reference.
- B. The rates and charges set forth in Appendix A shall be subject to annual rate escalations and annual rate refunds, as set forth in Appendix B, attached hereto and incorporated herein by reference.
- C. In addition to the rates and lanes provided for in Appendix A, Shipper may also use rates named in BNSF Intermodal Rate Quotations restricted to apply "For Shippers who hold T and MA Contracts". Rates provided for in this Agreement apply on FAK standard containers (excludes tank containers and those commodities and/or equipment types restricted or prohibited in the BNSF Intermodal Rules and Policies Guide).
- D. All provisions and international rates provided for in this Agreement apply only on Shipper owned or leased equipment moving under Shipper's ocean bill of lading unless prior written approval is granted by BNSF. Shipper shall not offer or broker international rates or provisions of this Agreement to other parties without prior written approval of BNSF.
- E. BNSF and Shipper agree to continue the development of EDI for the mutual benefit of BNSF and Shipper.
- F. If Shipper shifts business/portage to a competing transportation provider, other than as provided for in Section 19 of this Agreement, resulting in the loss of volume tendered to BNSF in a defined corridor, BNSF shall have the right to reopen this Agreement upon thirty (30) days written notice to Shipper. The change in volume will be measured on a calendar quarter basis compared to the corresponding quarter of the previous year.

For measurement purposes, the corridors are defined as:

PSW Corridor – Mid-West and Gulf/Southeast Corridor.

Upon reopening, if Shipper and BNSF are unable to reach mutual agreement as to all issues within thirty (30) days following reopening, BNSF shall have the right to terminate this Agreement upon ten (10) days written notice to Shipper.

3. Shipper's Commitment:

- A. Shipper agrees to tender to BNSF during each volume period at least ninety-five percent (95%) of Shipper's total volume of containers moving via all lanes specified in Appendix A during each volume period.

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- i. During the initial volume period Shipper also estimates a minimum tender of not less than one-hundred eighty thousand (180,000) containers and a maximum tender of not more than two-hundred thousand (200,000) containers.
- ii. During the second volume period Shipper also estimates a minimum tender of not less than one-hundred eighty thousand (180,000) containers or the actual volume tendered during the initial volume period, whichever is greater, and a maximum tender of not more than Shipper's forecasted PSW volume, which forecast must be declared by Shipper to BNSF no later than May 1 prior to the commencement of the second volume period. [See Note.]
- iii. During the third volume period Shipper also estimates a minimum tender of not less than one-hundred eighty thousand (180,000) containers or the actual volume tendered during the second volume period, whichever is greater, and a maximum tender of not more than Shipper's forecasted PSW volume, which forecast must be declared by Shipper to BNSF no later than May 1 prior to the commencement of the third volume period. [See Note.]

Note: If Shipper fails to provide BNSF with forecasted PSW volume information by May 1, BNSF will use Shipper's current volume period actual volume [determined at the conclusion of the volume period], but not less than one-hundred eighty thousand (180,000) containers, plus ten percent (10%), as Shipper's forecasted PSW volume for the upcoming volume period.

Failure of Shipper to tender the ninety-five percent (95%) minimum commitment during any volume period shall result in liquidated damages payable by Shipper to BNSF of two hundred fifty dollars (\$250) per container shortfall; understanding that the amounts in section 3.A.(i), (ii) and (iii) above are estimates for planning purposes and derived from the 2004 - 2005 contract period actual volumes.

- B. All in-bond shipments shall move under Shipper's U.S. Customs bond.
- C. Shipper agrees to tender a balance of container traffic during each calendar quarter, as measured by BNSF, representing at least ninety percent (90%) but not more than one-hundred-ten percent (110%) of Shipper's Eastbound movement, which for purposes of this calculation is defined to be: [See Note]

PSW Corridor – Mid-West and Gulf/Southeast Corridors -- Between BNSF Northern and Southern California facilities named in this Agreement, on the one hand, and Midwest and Gulf/Southeast points named in this Agreement, on the other hand.

Failure to tender the specified container balance commitment in any of the above Corridors shall result in liquidated damages of two-hundred fifty dollars (\$250) per container shortfall or excess.

Note: Explanation of Corridors:

PSW Corridor -- Includes BNSF Southern California Intermodal Facilities of Commerce and Los Angeles, as well as the On-Dock Terminals served by BNSF and Shipper at the Ports of Los Angeles and Long Beach, as well as BNSF Northern California Intermodal Facility at Oakland International Gateway.

Midwest Corridor -- Includes Kansas City, KS [proper and interchange]; Chicago, IL [proper and interchange]; and Logistics Park Chicago, IL, and St. Louis, MO [proper and interchange].

Gulf/Southeast Corridor -- Includes Alliance, TX [proper and interchange]; Houston, TX; Birmingham, AL [proper and interchange]; Memphis, TN; and New Orleans, LA.

- D. Shipper agrees to maintain existing and implement any new electronic data interchange.

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- E. Shipper agrees to tender a maximum ratio of thirty percent (30%) of twenty (20) foot containers during each volume period. Any twenty (20) foot container volumes tendered by Shipper in excess of thirty percent (30%) shall result in liquidated damages payable by Shipper to BNSF of two hundred fifty dollars (\$250) per container.

4. Shipper's Records:

Shipper is required to maintain records establishing Shipper's entitlement to the benefits and compliance with the provisions of this Agreement. Such records shall be made available to BNSF or its agent for inspection upon reasonable request.

5. Governing Publication:

Transportation shall be governed by the terms and conditions herein and those set forth in the BNSF Intermodal Rules and Policies Guide or successor publications, as amended from time to time, as same may be in effect at the time of transportation, including, but not limited to charges covering Fuel and Other Surcharges; Accessorial Services and Charges; and Special Assessments.

Shipper acknowledges that it has received, read and understands BNSF Intermodal Rules and Policies Guide. The BNSF Intermodal Rules and Policies Guide is applicable to all BNSF Agreement Holders.

In the event of a conflict in the terms, conditions and provisions of the above referenced BNSF Intermodal Rules and Policies Guide and this Agreement, the terms, conditions and provisions of this Agreement shall govern.

BNSF will make a best effort to provide at least sixty (60) days advance notice of rule or policy changes. Exception: On matters involving safety issues, BNSF shall not be required to provide advance notification.

6. Notification and Information:

- A. Shipper agrees to provide BNSF at least ten (10) calendar days in advance of eastbound forwarding from PSW ports the following information: numbers of containers, length, height, width and weight of containers, and destinations.
- B. Shipper also agrees to advise BNSF on at least thirty (30) days notice of any major change in vessel schedules that may affect volumes, day of expected eastbound/westbound train departures or equipment mix.
- C. Shipper shall also provide BNSF with periodic forecasts as herein described or as may be periodically requested by BNSF:
 - i. At least thirty (30) days prior to the beginning of each calendar Quarter, Shipper shall furnish a forecast for the upcoming calendar Quarter for each of the named Corridors in Section 3, Paragraph C, by direction.
 - ii. No later than October 1 of every year this Agreement is in effect, Shipper shall furnish a forecast for the upcoming calendar Year for each of the named Corridors in Section 3, Paragraph C, by direction.

7. Tendering Shipments:

At or before the time vehicle is tendered for shipment, Shipper must furnish a shipping document containing the following information: origin, destination, vehicle number, size, lading weight, service plan, route, commodity, STCC number, hazardous material designation, bond status, beneficial owner, consignee, release to/notify party, Intermodal Rate Quotation number or Agreement number.

8. Loss and Damage:

Shipper has the option to ship pursuant to the liability terms contained in 49 U.S.C., Section 11706. Shipper must notify BNSF in accordance with the applicable provisions of the applicable BNSF Intermodal Rules and Policies Guide or successor publication(s). Shipper must comply with the applicable provisions of the applicable BNSF Intermodal Rules and Policies Guide, or successor publication(s), if protection against unlocated damage to lading is desired.

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9. Payment of Charges:

Shipper agrees to pay all line-haul freight charges or accessorial services charges on all shipments moving under this Agreement as follows:

- A. Payment must be in U.S. Funds only.
 - i. Shipper agrees to handle payment utilizing electronic funds transfer by seven (7) day automated clearing house debit or via seven (7) day wire transfer.
 - ii. In the event of billing error, either a balance due bill or a refund will be processed and due within thirty (30) days.
 - iii. Joint-line traffic for which BNSF is responsible for collection will be included in the electronic funds transfer procedure.
- B. All storage charges, flip charges and any other accessorial services charges must be paid prior to the release of the container at the destination BNSF facility. EXCEPTION: Provided that Shipper is registered to use the eStorage secured application at BNSF.COM to manage intermodal equipment storage charges. In the event Shipper does not comply with this provision, BNSF may cancel this provision upon five (5) day written notice.
- C. All conditions in this Section 9 are in addition to the provisions of the BNSF Intermodal Rules and Policies Guide.

10. Non payment:

If Shipper fails to pay any charges due within the time frame specified in this Agreement, such failure may be deemed to constitute a substantial breach of this Agreement, and for such breach, at the discretion of BNSF, Shipper may be placed on a cash basis and/or the Agreement may be terminated by BNSF upon five (5) days written notice to Shipper.

11. Jurisdiction:

Shipper consents to the non-exclusive jurisdiction of the courts of the states of Kansas and Texas in any legal action commenced under this Agreement.

12. Assignment and Binding Effect:

Neither party may assign this Agreement without the prior written consent (which consent will not be unreasonably withheld) of the other.

Either party hereto may assign any receivable due them under this Agreement, provided, however, such assignment shall not relieve the Assignor of any of its rights or obligations under this Agreement.

Subject to the foregoing consent requirement, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. Any attempted assignment in violation of this section shall be absolutely void.

13. Entirety-Amendments:

This Agreement comprises the entire agreement between the parties. All amendments, supplements, modifications to and waivers of the terms of this Agreement shall be in writing and signed by the parties.

14. Severability:

If for any reason any part of this Agreement is found by an agency or court to be void or unlawful, that part shall be deemed severable and the balance of this Agreement shall remain in full force and effect.

15. Confidentiality:

The parties agree that the terms of this Agreement are confidential and shall not be disclosed by either party to any third party without the prior written consent of the other party. In the event production of the Agreement is sought in any legal, administrative or legislative proceeding, both parties hereto agree to cooperate in resisting production and not to produce the Agreement absent a legal order compelling such production.

16. Force Majeure:

In the event either party is unable to meet its obligations under this Agreement as a result of acts of God, war, insurrection, terrorism, strikes, high winds, derailments, conditions or occurrences which result in the normal routing being impassable, heat and cold weather, speed restriction caused by external acts, or any like causes beyond its control, the performance obligations of the party or parties affected by the force majeure condition shall be suspended to that extent for the duration of such event; PROVIDED, HOWEVER, that the parties shall make all reasonable efforts to continue to meet their obligations during the duration of the force majeure condition. BNSF will communicate force majeure situations in Intermodal Service Advisories, which are released to the shipping public from time to time.

17. Equipment:

BNSF will provide, as available, and as requested by Shipper, railroad-owned or railroad-controlled conventional flat cars or double stack cars.

18. Line Abandonment:

The terms of this Agreement in no way obligate BNSF to continue ownership, maintenance (including weight standards) or operations of any BNSF rail lines or Intermodal Hub Facilities. BNSF will not be liable for any increased transportation costs or consequential damages that may result from such discontinuation. In the event of any such discontinuation, BNSF will give Shipper at least thirty (30) days prior notice.

19. BNSF Service:

- A. Shipper's container traffic tendered under this Agreement shall move according to BNSF intermodal service schedule goals that may be adjusted periodically by BNSF.
- B. If BNSF on-time performance in any one origin to any one destination lane averages less than eighty percent (80.0%), as measured by BNSF, during any two (2) calendar month period, excluding Force Majeure and scheduled Maintenance of Way projects, Shipper shall notify BNSF in writing identifying traffic volumes affected, applicable BNSF on-time performance for said origin - destination lane, and supporting documentation substantiating Shipper's risk of losing specific traffic due solely to BNSF's service deficiency. BNSF shall then have sixty (60) days to return on-time performance in the specified origin - destination lane to at least eighty percent (80.0%).

Should BNSF fail to return on-time performance in the specified origin - destination lane to at least eighty percent (80.0%) during the designated sixty (60) day period, Shipper shall have the right to divert the specifically identified traffic in that origin - destination lane. However, Shipper recognizes that, in order for BNSF to achieve eighty percent (80.0%) on-time performance, Shipper must be in compliance with the container balance provisions specified in Section 3, Paragraph C, of this Agreement, during the applicable measured period before any traffic diversion can occur.

All other Shipper's traffic in the specified origin - destination lane not identified as at risk of diversion will continue to be routed via BNSF.

- C. If BNSF PSW Corridor - Mid-West and Gulf/Southeast Corridors on-time performance during any calendar quarter is less than eighty percent (80.0%) and Shipper's balance during the same calendar quarter, as provided for in Section 3, Paragraph C of this Agreement, is not within the designated range, BNSF agrees to waive assessment of any imbalance penalties for that calendar quarter.
- D. Shipper and BNSF agree to meet on a frequent and regular basis during the term of this Agreement to discuss matters relating to Service issues.

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20. Waivers and Remedies:

The failure of any party to insist in any one or more instances upon strict performance of any of the obligations of the other party pursuant to this Agreement or to take advantage of its contractual rights shall not be construed as a waiver of the performance of any such obligation or relinquishment of any right for the future.

21. Breach for Misrepresentation:

This Agreement may be deemed by BNSF to have been breached by Shipper in any of the following instances:

- A. Shipper knowingly tenders commodities and/or equipment types for which special arrangements are required pursuant to BNSF Intermodal Rules and Policies Guide without prior special arrangement having been made; or
- B. Shipper knowingly tenders shipment which is not properly described; or
- C. Shipper knowingly furnishes incorrect billing information and it results in the assessment of lower rates and charges than would otherwise have applied.

In the event of any of the foregoing occurrences listed above as (a), (b), and (c), BNSF may cancel this Agreement upon fifteen (15) days written notice. This provision is in addition to any remedies provided for in the BNSF Intermodal Rules and Policies Guide.

22. Notices:

All notices given under this Agreement shall be effective when received. Notices, except as otherwise provided herein, shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U.S. mail, addressed as follows:

BNSF International Marketing
BNSF Railway Company
2650 Lou Menk Drive
Fort Worth TX 76131-2830

Shipper Senior Vice-President, Operating Services
NYK Line (North America) Inc.
300 Lighting Way
Secaucus, NJ 07094

These addresses may be changed upon giving written notice in the manner provided above.

Any notice pertaining to matters of an emergency or any operating nature may be given by any reasonable means. If given by telephone, fax, or orally, the notice shall be confirmed in writing as soon as practicable, upon request by party receiving notice.

23. Cancellation of Previous Agreements:

The following BNSF/Shipper Agreement(s) and any associated amendments shall be terminated upon the effective date of this Agreement provided, however, that neither BNSF nor Shipper is released from any obligation which accrued prior to the date of termination of said Agreement(s), including without limitation, any and all payments due according to the terms and conditions of said Agreement(s):

MA60 effective June 1, 2001
Amendment 1 to MA60 effective June 1, 2002

24. C-TPAT and Governmental Security Compliance:

BNSF and Shipper each represent they are members of C-TPAT and will comply with all federal and state security regulations.

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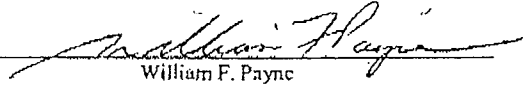
6/1/2005

IN WITNESS WHEREOF, this Agreement is signed in quadruplicate by Shipper and BNSF which becomes effective on the date first set forth above.

NYK LINE (NORTH AMERICA) INC.

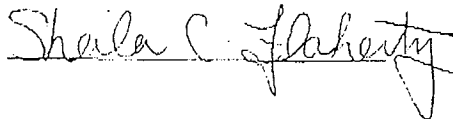
TITLE: Senior Vice President

BY


William F. Payne

DATE May 31, 2005

WITNESS:



DATE May 31, 2005

BNSF RAILWAY COMPANY

TITLE: Chairman, President and
Chief Executive Officer

BY


Matthew K. Rose

DATE 7/7/2005

WITNESS:



DATE 7/7/2005

Price Authority: MA60

Effective: JUNE 1, 2005

Expires: MAY 31, 2006

Appendix A

June 1, 2005

Shipper: NYK Line (North America) Inc.

INTERNATIONAL RATES

Commodity:

Freight All Kinds, or Marine Containers Returned Empty

* Excludes tank containers and those commodities and/or equipment types restricted or prohibited in the BNSF Intermodal Rules and Policies Guide.

STCC:

46111-10 or 42211-30 (Freight All Kinds/FAK or Empty Container, respectively)

Routing:

BNSF

Equipment:

20' Max and 45' Max ISO Containers, without Chassis

Between And Terminal	Los Angeles, CA					
	E/B Load Plan Code 85		W/B Load Plan Code 85		W/B Empty Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 613	\$ 959	\$ 525.00	\$ 710.00	\$ 496	\$ 642
Birmingham, AL and points beyond	\$ 935	\$ 1,145	\$ 892.00	\$ 1,004.00	\$ 805	\$ 864
Chicago, IL and points beyond	\$ 790	\$ 1,075	\$ 576.00	\$ 694.00	\$ 566	\$ 684
Houston, TX	\$ 690	\$ 920	\$ 525.00	\$ 725.00	\$ 513	\$ 652
Kansas City, KS and points beyond	\$ 690	\$ 960	\$ 525.00	\$ 750.00	\$ 550	\$ 655
Logistics Park Chicago, IL	\$ 730	\$ 1,015	\$ 525.00	\$ 694.00	\$ 550	\$ 634
Memphis, TN	\$ 818	\$ 985	\$ 650.00	\$ 825.00	\$ 650	\$ 765
New Orleans, LA	\$ 790	\$ 1,060	\$ 600.00	\$ 825.00	\$ 529	\$ 684
St. Louis, MO and points beyond	\$ 755	\$ 1,039	\$ 600.00	\$ 909.00	\$ 625	\$ 826

Between And Terminal	Ports of Los Angeles / Long Beach, CA On-Dock Terminals					
	E/B Load Plan Code 85		W/B Load Plan Code 85		W/B Empty Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 513	\$ 859	\$ 485.00	\$ 670.00	\$ 434	\$ 552
Birmingham, AL and points beyond	n/a	n/a	n/a	n/a	n/a	n/a
Chicago, IL and points beyond	\$ 690	\$ 975	\$ 536.00	\$ 654.00	\$ 440	\$ 470
Houston, TX	\$ 590	\$ 820	\$ 495.00	\$ 695.00	\$ 504	\$ 609
Kansas City, KS and points beyond	\$ 590	\$ 860	\$ 485.00	\$ 710.00	\$ 504	\$ 560
Logistics Park Chicago, IL	\$ 630	\$ 915	\$ 485.00	\$ 654.00	\$ 420	\$ 460
Memphis, TN	\$ 718	\$ 885	\$ 610.00	\$ 785.00	\$ 476	\$ 559
New Orleans, LA	n/a	n/a	n/a	n/a	n/a	n/a
St. Louis, MO and points beyond	n/a	n/a	n/a	n/a	n/a	n/a

Between And Terminal	Oakland International Gateway (OIG), CA					
	E/B Load Plan Code 82		W/B Load Plan Code 87		W/B Empty Plan Code 87	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 867	\$ 1,134	\$ 715.00	\$ 935.00	\$ 653	\$ 817
Birmingham, AL and points beyond	\$ 1,175	\$ 1,320	\$ 1,032.00	\$ 1,179.00	\$ 945	\$ 1,039
Chicago, IL and points beyond	\$ 1,030	\$ 1,270	\$ 726.00	\$ 940.00	\$ 706	\$ 859
Houston, TX	\$ 930	\$ 1,131	\$ 775.00	\$ 925.00	\$ 653	\$ 827
Kansas City, KS and points beyond	\$ 930	\$ 1,135	\$ 815.00	\$ 925.00	\$ 680	\$ 836
Logistics Park Chicago, IL	\$ 985	\$ 1,207	\$ 726.00	\$ 940.00	\$ 690	\$ 840
Memphis, TN	\$ 1,058	\$ 1,260	\$ 840.00	\$ 1,045.00	\$ 790	\$ 940
New Orleans, LA	\$ 838	\$ 1,044	\$ 840.00	\$ 1,045.00	\$ 722	\$ 889
St. Louis, MO and points beyond	\$ 995	\$ 1,250	\$ 840.00	\$ 1,086.00	\$ 790	\$ 987

NYK Appendix A, Official, June 1, 2005

NYK Effective June 1, 2005

p/p

Price Authority: MAGO

Appendix A

Effective: JUNE 1, 2006 Plus RCAF for June 1, 2006

June 1, 2005

Expires: MAY 31, 2007

Shipper: NYK Line (North America) Inc.

INTERNATIONAL RATES

Commodity: Freight All Kinds, or Marine Containers Returned Empty
 * Excludes tank containers and those commodities and/or equipment types restricted or prohibited in the BNSF Intermodal Rules and Policies Guide.

STCC: 46111-10 or 42211-30 (Freight All Kinds/FAK or Empty Container, respectively)

Routing: BNSF

Equipment: 20' Max and 45' Max ISO Containers, without Chassis

Between And Terminal	Los Angeles, CA					
	E/B Load Plan Code 85		W/B Load Plan Code 85		W/B Empty Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 663	\$ 959	\$ 575.00	\$ 710.00	\$ 496	\$ 642
Birmingham, AL and points beyond	\$ 985	\$ 1,145	\$ 942.00	\$ 1,004.00	\$ 805	\$ 864
Chicago, IL and points beyond	\$ 840	\$ 1,075	\$ 626.00	\$ 694.00	\$ 566	\$ 684
Houston, TX	\$ 740	\$ 920	\$ 575.00	\$ 725.00	\$ 513	\$ 652
Kansas City, KS and points beyond	\$ 740	\$ 960	\$ 575.00	\$ 750.00	\$ 550	\$ 655
Logistics Park Chicago, IL	\$ 780	\$ 1,015	\$ 575.00	\$ 694.00	\$ 550	\$ 634
Memphis, TN	\$ 868	\$ 985	\$ 700.00	\$ 825.00	\$ 650	\$ 765
New Orleans, LA	\$ 840	\$ 1,060	\$ 650.00	\$ 825.00	\$ 529	\$ 684
St. Louis, MO and points beyond	\$ 805	\$ 1,039	\$ 650.00	\$ 909.00	\$ 625	\$ 826

Between And Terminal	Ports of Los Angeles / Long Beach, CA On-Dock Terminals					
	E/B Load Plan Code 85		W/B Load Plan Code 85		W/B Empty Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 563	\$ 859	\$ 535.00	\$ 670.00	\$ 434	\$ 552
Birmingham, AL and points beyond	n/a	n/a	n/a	n/a	n/a	n/a
Chicago, IL and points beyond	\$ 740	\$ 975	\$ 586.00	\$ 654.00	\$ 440	\$ 470
Houston, TX	\$ 640	\$ 820	\$ 545.00	\$ 695.00	\$ 504	\$ 609
Kansas City, KS and points beyond	\$ 640	\$ 860	\$ 535.00	\$ 710.00	\$ 504	\$ 560
Logistics Park Chicago, IL	\$ 680	\$ 915	\$ 535.00	\$ 654.00	\$ 420	\$ 460
Memphis, TN	\$ 768	\$ 885	\$ 660.00	\$ 785.00	\$ 476	\$ 559
New Orleans, LA	n/a	n/a	n/a	n/a	n/a	n/a
St. Louis, MO and points beyond	n/a	n/a	n/a	n/a	n/a	n/a

Between And Terminal	Oakland International Gateway (OIG), CA					
	E/B Load Plan Code 82		W/B Load Plan Code 87		W/B Empty Plan Code 87	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 867	\$ 1,134	\$ 715.00	\$ 935.00	\$ 653	\$ 817
Birmingham, AL and points beyond	\$ 1,175	\$ 1,320	\$ 1,032.00	\$ 1,179.00	\$ 945	\$ 1,039
Chicago, IL and points beyond	\$ 1,030	\$ 1,270	\$ 726.00	\$ 940.00	\$ 706	\$ 859
Houston, TX	\$ 930	\$ 1,131	\$ 775.00	\$ 925.00	\$ 653	\$ 827
Kansas City, KS and points beyond	\$ 930	\$ 1,135	\$ 815.00	\$ 925.00	\$ 680	\$ 836
Logistics Park Chicago, IL	\$ 985	\$ 1,207	\$ 726.00	\$ 940.00	\$ 690	\$ 840
Memphis, TN	\$ 1,058	\$ 1,260	\$ 840.00	\$ 1,045.00	\$ 790	\$ 940
New Orleans, LA	\$ 838	\$ 1,044	\$ 840.00	\$ 1,045.00	\$ 722	\$ 889
St. Louis, MO and points beyond	\$ 995	\$ 1,250	\$ 840.00	\$ 1,086.00	\$ 790	\$ 987

NYK Appendix A, Original, June 1, 2006
 NYK EFFECTIVE JUNE 1, 2006
 p/p

Price Authority: MA60

Appendix A

Effective: JUNE 1, 2007 PLUS RCAF FOR JUNE 1, 2006 AND JUNE 1, 2007

June 1, 2005

Expires: MAY 31, 2008

Shipper: NYK Line (North America) Inc.

INTERNATIONAL RATES

Commodity: Freight All Kinds, or Marine Containers Returned Empty
 * Excludes tank containers and those commodities and/or equipment types restricted or prohibited in the BNSF Intermodal Rules and Policies Guide.

STCC: 46111-10 or 42211-30 (Freight All Kinds/FAK or Empty Container, respectively)

Routing: BNSF

Equipment: 20' Max and 45' Max ISO Containers, without Chassis

Between And Terminal	Los Angeles, CA		W/B Load		W/B Empty	
	E/B Load		Plan Code 85		Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 713	\$ 959	\$ 625.00	\$ 710.00	\$ 496	\$ 642
Birmingham, AL and points beyond	\$ 1,035	\$ 1,145	\$ 992.00	\$ 1,004.00	\$ 805	\$ 864
Chicago, IL and points beyond	\$ 890	\$ 1,075	\$ 676.00	\$ 694.00	\$ 566	\$ 684
Houston, TX	\$ 790	\$ 920	\$ 625.00	\$ 725.00	\$ 513	\$ 652
Kansas City, KS and points beyond	\$ 790	\$ 960	\$ 625.00	\$ 750.00	\$ 550	\$ 655
Logistics Park Chicago, IL	\$ 830	\$ 1,015	\$ 625.00	\$ 694.00	\$ 550	\$ 634
Memphis, TN	\$ 918	\$ 985	\$ 750.00	\$ 825.00	\$ 650	\$ 765
New Orleans, LA	\$ 890	\$ 1,060	\$ 700.00	\$ 825.00	\$ 529	\$ 684
St. Louis, MO and points beyond	\$ 855	\$ 1,039	\$ 700.00	\$ 909.00	\$ 625	\$ 826

Between And Terminal	Ports of Los Angeles / Long Beach, CA On-Dock Terminals		W/B Load		W/B Empty	
	E/B Load		Plan Code 85		Plan Code 85	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 613	\$ 859	\$ 585.00	\$ 670.00	\$ 434	\$ 552
Birmingham, AL and points beyond	n/a	n/a	n/a	n/a	n/a	n/a
Chicago, IL and points beyond	\$ 790	\$ 975	\$ 636.00	\$ 654.00	\$ 440	\$ 470
Houston, TX	\$ 690	\$ 820	\$ 595.00	\$ 695.00	\$ 504	\$ 609
Kansas City, KS and points beyond	\$ 690	\$ 860	\$ 585.00	\$ 710.00	\$ 504	\$ 560
Logistics Park Chicago, IL	\$ 730	\$ 915	\$ 585.00	\$ 654.00	\$ 420	\$ 460
Memphis, TN	\$ 818	\$ 885	\$ 710.00	\$ 785.00	\$ 476	\$ 559
New Orleans, LA	n/a	n/a	n/a	n/a	n/a	n/a
St. Louis, MO and points beyond	n/a	n/a	n/a	n/a	n/a	n/a

Between And Terminal	Oakland International Gateway (OIG), CA		W/B Load		W/B Empty	
	E/B Load		Plan Code 87		Plan Code 87	
	20' Max	45' Max	20' Max	45' Max	20' Max	45' Max
Alliance, TX and points beyond	\$ 867	\$ 1,134	\$ 715.00	\$ 935.00	\$ 653	\$ 817
Birmingham, AL and points beyond	\$ 1,175	\$ 1,320	\$ 1,032.00	\$ 1,179.00	\$ 945	\$ 1,039
Chicago, IL and points beyond	\$ 1,030	\$ 1,270	\$ 726.00	\$ 940.00	\$ 706	\$ 859
Houston, TX	\$ 930	\$ 1,131	\$ 775.00	\$ 925.00	\$ 653	\$ 827
Kansas City, KS and points beyond	\$ 930	\$ 1,135	\$ 815.00	\$ 925.00	\$ 680	\$ 836
Logistics Park Chicago, IL	\$ 985	\$ 1,207	\$ 726.00	\$ 940.00	\$ 690	\$ 840
Memphis, TN	\$ 1,058	\$ 1,260	\$ 840.00	\$ 1,045.00	\$ 790	\$ 940
New Orleans, LA	\$ 838	\$ 1,044	\$ 840.00	\$ 1,045.00	\$ 722	\$ 889
St. Louis, MO and points beyond	\$ 995	\$ 1,250	\$ 840.00	\$ 1,086.00	\$ 790	\$ 987

NYK Appendix A, Official, June 1, 2005
NYK EFFECTIVE JUNE 1, 2007

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APPENDIX B

1. ANNUAL RATE ESCALATION CLAUSE

Transportation rates shown in Appendix A shall be increased annually every June 1, beginning June 1, 2006.

The Rail Cost Adjustment Factor (Unadjusted) (RCAF) (Fourth Quarter 2002 (2002Q4) = 100) published quarterly in AAR (Association of American Railroads) Railroad Cost Indexes will be the Index used to determine the amount of increase.

Transportation rates then in effect shall be increased according to the amount of the average percentage change from the most recent four quarters compared with the previous four quarters using the Third Quarter RCAF of the previous year as the base point for the most recent four quarters.

Percentage changes shall be rounded to the nearest one-tenth of one (1) percent. Adjusted rates shall be rounded to the nearest whole dollar.

Should the base year of reporting period for such data be changed, a conversion factor or factors will be determined in order to convert the present RCAF to the new base for rate adjustment purposes.

In the event the RCAF issued by the AAR or any successor organization utilized for escalation under this document for any period is subsequently corrected or revised after an escalation has been applied, BNSF shall revise the rates assessed under this Appendix to correspond to such corrected RCAF, and shall rebill or credit Shipper, as the case may be, to reflect any such change.

If the AAR or any successor organization discontinues or fails to publish said RCAF, an appropriate substitute as determined by BNSF shall be applied.

Adjusted rates shall continue in effect until the next scheduled adjustment date.

Below is an example of the scheduled adjustment date and RCAF index methodology.

To determine the amount of increase to the current rate level, the following methodology applies assuming increase was to become effective June 1, 2005:

$$\left[\frac{(3Q2004 + 4Q2004 + 1Q2005 + 2Q2005) / 4}{(3Q2003 + 4Q2003 + 1Q2004 + 2Q2004) / 4} - 1 \right] * 100$$

or using actual RCAF figures

$$\left[\frac{(1.071 + 1.097 + 1.107 + 1.149 = 4.424) / 4 \text{ or } 1.106}{(1.020 + 1.017 + 1.025 + 1.033 = 4.095) / 4 \text{ or } 1.024} - 1 \right] * 100 = 8.0$$

The rates under this scenario would be increased 8.0%.

2. ANNUAL PERCENTAGE REFUNDS

A. Beginning with vehicles tendered on or after June 1, 2005, to and including May 31, 2006, BNSF will pay Shipper the following refunds:

- i. A three percent (3.0%) refund based on the amount of line-haul freight charges paid to BNSF by Shipper under rates in Appendix A of this Agreement.

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APPENDIX B

- ii. A Sixty dollar (\$60) per container refund based on the number of empty containers tendered by Shipper under rates in Appendix A of this Agreement to Ports of Los Angeles/Long Beach, CA On-Dock Terminals.
- B. Beginning with vehicles tendered on or after June 1, 2006, to and including May 31, 2007, BNSF will pay Shipper the following refunds:
- i. A one percent (1.0%) refund based on the amount of line-haul freight charges paid to BNSF by Shipper under rates in Appendix A of this Agreement.
 - ii. A twenty-five dollar (\$25) per container refund based on the number of empty containers tendered by Shipper under rates in Appendix A of this Agreement to Ports of Los Angeles/Long Beach, CA On-Dock Terminals.
- C. The above refunds will be calculated quarterly by BNSF. BNSF will make payment of the applicable refunds within forty-five (45) days after the end of each quarterly period. [For purposes of these refund provisions, a quarter consists of the following time periods: June through August; September through November; December through February; and March through May.] It will not be necessary for Shipper to submit any detailed documentation to BNSF as qualification for such payment.
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